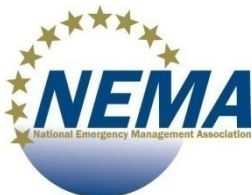


January 2008

Understanding EMAC



Understanding EMAC:

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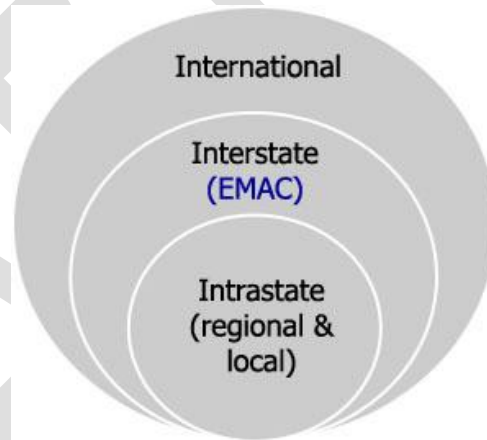
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SECTION I. What is Mutual Aid?

In emergency services, mutual aid is an agreement among emergency responders to lend assistance across jurisdictional boundaries when resources (material, services, human resources, and equipment) are needed. In the broader sense, mutual aid is neighbor helping neighbor. Mutual aid agreements are an integral part of preparedness planning for all hazards at every level of government. Successful mutual aid agreements are formalized by written documentation, address all key issues such as liability and compensation, have administrative support, and compliment one another to work synergistically.

There are three types of mutual aid agreements: intrastate, interstate, and international. A successful mutual aid system would use agreements that build upon one another. For example, an intrastate agreement would lay the groundwork for a successful interstate agreement (and so forth).



1. Intrastate Mutual Agreements

Intrastate Mutual Aid Agreements are "in-state" agreements that connect counties and other local jurisdictions (local) and regions (regional) within a state. These agreements are intended to supplement existing agreements by establishing a comprehensive, integrated system of mutual aid within the state that facilitates an efficient and effective response to all hazards. These agreements should work with and complement the EMAC agreement to provide seamless escalation of disaster response and execution of mutual aid.

In 2004, the National Emergency Management Association (NEMA) developed a multi-discipline working group which brought together representatives from state emergency management personnel, state general counsel, the International

Association of Chiefs of Police, the National Association of State EMS Officials, the Association of State and Territorial Health Officials, International Association of Fire Chiefs, the National Association of County and City Health Officials, and International Association of Emergency Managers, the National Sheriff's Association, and the American Public Works Association to develop Model Intrastate Mutual Aid Legislation (2004). This model legislation placed a new focus on the state and local (emphasis on multi-hazard; man-made or natural) approach to mutual aid. When this legislation, modeled after EMAC, is passed by the states, it provides a formal agreement addressing key issues such as liability and compensation – encompassing multi-disciplines and setting the stage for an effective relationship with EMAC that is consistent between local jurisdictions and from local to state government.

2. Interstate Mutual Aid Agreements

Interstate mutual aid agreements are not a new concept. In 1951, Congress approved the Federal Defense Act (RCW 38.52.050), allowing states to enter into compacts for the purpose of civil defense (the precursor to the emergency management discipline). In 1967, the National Guard Mutual Aid Assistance Compact was signed. The Southern Regional Emergency Management Assistance Compact (SREMAC) was established in 1992. SREMAC was opened to all states and in 1994 was renamed the Emergency Management Assistance Compact (EMAC). EMAC provides for mutual aid assistance between states in "managing in emergency or disaster that is duly declared by the governor of the affected state(s), whether arising from natural disaster, technological hazard, manmade disaster, civil emergency aspects or resources shortages, community disorders, insurgency or enemy attack."

Many compacts do not stand the test of time because they lack the inclusion of multi-disciplines; or do not address liability, disaster training opportunities, license and permit transfers, reimbursement mechanisms, implementation plans, governance structure, and daily administration. EMAC addresses all of these and can be used to deploy any resource one state may want to share with another (including transfer of services).

3. International Mutual Aid

International mutual aid agreements allow for the sharing of resources across international borders between countries. There are currently two international agreements between Canada and the United States that allow states to become signatories. These agreements are the Pacific Northwest Emergency Management Arrangement (PNEMA) and the International Emergency Management Assistance Memorandum of Understanding (IEMAMOU). Both compacts have been ratified by Congress and both are modeled after EMAC.

SECTION II. Mutual Aid Implementation Requirements

When looking at how to most effectively and efficiently implement EMAC, an understanding of the mutual aid hierarchy must be considered. All disasters start locally. The local emergency management agencies and first responders manage the event, and if overwhelmed, they request assistance.



Generally, the above image illustrates the pathway to obtain resources. There are cases where it is faster and cheaper to obtain a resource from another state before reaching out to a resource in-state. Also, Federal resources may be pre-staged to assist in a disaster and therefore readily available. To implement EMAC, the Governor of the impacted state must declare an emergency. Interstate resources do not have to be depleted in order to request Federal assistance.

SECTION III. Provisions of the EMAC Agreement

The thirteen (13) articles of EMAC have been passed by all 50 member states, the District of Columbia, the U.S. Virgin Islands, Puerto Rico, and Guam. EMAC was *ratified during the 2nd session of the 104th Congress and became Public Law 104-321 in October of 1996.*

1. The 13 Articles of EMAC

ARTICLE I - PURPOSE AND AUTHORITIES

This compact is made and entered into by and between the participating Member States which enact this compact, hereinafter called party states. For the purposes of this agreement, the term "states" is taken to mean (the several states, the Commonwealth of Puerto Rico, the District of Columbia, and all U.S. territorial possessions.

The purpose of this compact is to provide for mutual assistance between the states entering into this compact in managing any emergency or disaster that is duly declared by the governor of the affected state(s), whether arising from natural disaster, technological hazard, man-made disaster, civil emergency aspects of resources shortages, community disorders, insurgency, or enemy attack.

This compact shall also provide for mutual cooperation in emergency-related exercises, testing, or other training activities using equipment and personnel simulating performance of any aspect of the giving and receiving of aid by party states or subdivisions of party states during emergencies, such actions occurring outside actual declared emergency periods. Mutual assistance in this compact may include the use of the states' National Guard forces, either in accordance with the National Guard Mutual Assistance Compact or by mutual agreement between states.

ARTICLE II - GENERAL IMPLEMENTATION

Each party state entering into this compact recognizes many emergencies transcend political jurisdictional boundaries and that intergovernmental coordination is essential in managing these and other emergencies under this compact. Each state further recognizes that there will be emergencies which require immediate access and present procedures to apply outside resources to make a prompt and effective response to such an emergency. This is because few, if any, individual states have all the resources they may need in all types of emergencies or the capability of delivering resources to areas where emergencies exist. The prompt, full, and effective utilization of resources of the participating states, including any resources on hand or available from the Federal Government or any other source, that are essential to the safety, care, and welfare of the people in the event of any emergency or disaster declared by a party state, shall be the underlying principle on which all articles of this compact shall be understood.

On behalf of the governor of each state participating in the compact, the legally designated state official who is assigned responsibility for emergency management will be responsible for formulation of the appropriate interstate mutual aid plans and

procedures necessary to implement this compact.

ARTICLE III - PARTY STATE RESPONSIBILITIES

A. It shall be the responsibility of each party state to formulate procedural plans and programs for interstate cooperation in the performance of the responsibilities listed in this article. In formulating such plans, and in carrying them out, the party states, insofar as practical, shall:

i. Review individual state hazards analyses and, to the extent reasonably possible, determine all those potential emergencies the party states might jointly suffer, whether due to natural disaster, technological hazard, man-made disaster, emergency aspects of resource shortages, civil disorders, insurgency, or enemy attack.

ii. Review party states' individual emergency plans and develop a plan which will determine the mechanism for the interstate management and provision of assistance concerning any potential emergency.

iii. Develop interstate procedures to fill any identified gaps and to resolve any identified inconsistencies or overlaps in existing or developed plans.

iv. Assist in warning communities adjacent to or crossing the state boundaries.

v. Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material.

vi. Inventory and set procedures for the interstate loan and delivery of human and material resources, together with procedures for reimbursement or forgiveness.

vii. Provide, to the extent authorized by law, for temporary suspension of any statutes or ordinances that restrict the implementation of the above responsibilities.

B. The Authorized Representative of a party state may request assistance of another party state by contacting the Authorized Representative of that state. The provisions of this agreement shall only apply to requests for assistance made by and to Authorized Representatives. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

i. A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, and search and rescue.

ii. The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time they will be needed.

iii. The specific place and time for staging of the assisting party's response and a point of contact at that location.

C. There shall be frequent consultation between state officials who have assigned emergency management responsibilities and other appropriate representatives of the party states with affected jurisdictions and the United States Government, with free exchange of information, plans, and resource records relating to emergency capabilities.

ARTICLE IV - LIMITATIONS

Any party state requested to render mutual aid or conduct exercises and training for mutual aid shall take such action as is necessary to provide and make available the resources covered by this compact in accordance with the terms hereof; provided that it is understood that the state rendering aid may withhold resources to the extent necessary to provide reasonable protection for such state.

Each party state shall afford to the emergency forces of any party state, while operating within its state limits under the terms and conditions of this compact, the same powers (except that of arrest unless specifically authorized by the receiving state), duties, rights, and privileges as are afforded forces of the state in which they are performing emergency services. Emergency forces will continue under the command and control of their regular leaders, but the organizational units will come under the operational control of the emergency services authorities of the state receiving assistance. These conditions may be activated, as needed, only subsequent to a declaration of a state of emergency or disaster by the governor of the party state that is to receive assistance or commencement of exercises or training for mutual aid and shall continue so long as the exercises or training for mutual aid are in progress, the state of emergency or disaster remains in effect or loaned resources remain in the receiving state(s), whichever is longer.

ARTICLE V - LICENSES AND PERMITS

Whenever any person holds a license, certificate, or other permit issued by any state party to the compact evidencing the meeting of qualifications for professional, mechanical, or other skills, and when such assistance is requested by the receiving party state, such person shall be deemed licensed, certified, or permitted by the state requesting assistance to render aid involving such skill to meet a declared emergency or disaster, subject to such limitations and conditions as the governor of the Requesting State may prescribe by executive order or otherwise.

ARTICLE VI - LIABILITY

Officers or employees of a party state rendering aid in another state pursuant to this compact shall be considered agents of the Requesting State for tort liability and immunity purposes; and no party state or its officers or employees rendering aid in another state pursuant to this compact shall be liable on account of any act or omission in good faith on the part of such forces while so engaged or on account of the maintenance or use of any equipment or supplies in connection therewith. Good faith in this article shall not include willful misconduct, gross negligence, or recklessness.

ARTICLE VII - SUPPLEMENTARY AGREEMENTS

Inasmuch as it is probable that the pattern and detail of the machinery for mutual aid among two or more states may differ from that among the states that are party hereto, this instrument contains elements of a broad base common to all states, and nothing herein contained shall preclude any state from entering into supplementary agreements with another state or affect any other agreements already in force between states. Supplementary agreements may comprehend, but shall not be limited to, provisions for evacuation and reception of injured and other persons and the exchange of medical, fire, police, public utility, reconnaissance, welfare, transportation and communications personnel, and equipment and supplies.

ARTICLE VIII – COMPENSATION

Each party state shall provide for the payment of compensation and death benefits to injured members of the emergency forces of that state and representatives of deceased members of such forces in case such members sustain injuries or are killed while rendering aid pursuant to this compact, in the same manner and on the same terms as if the injury or death were sustained within their own state.

ARTICLE IX - REIMBURSEMENT

Any party state rendering aid in another state pursuant to this compact shall be reimbursed by the party state receiving such aid for any loss or damage to or expense incurred in the operation of any equipment and the provision of any service in answering a request for aid and for the costs incurred in connection with such requests; provided, that any aiding party state may assume in whole or in part such loss, damage, expense, or other cost, or may loan such equipment or donate such services to the receiving party state without charge or cost; and provided further, that any two or more party states may enter into supplementary agreements establishing a different allocation of costs among those states. Article VIII expenses shall not be reimbursable under this provision.

ARTICLE X - EVACUATION

Plans for the orderly evacuation and interstate reception of portions of the civilian population as the result of any emergency or disaster of sufficient proportions to so warrant, shall be worked out and maintained between the party states and the emergency management/services directors of the various jurisdictions where any type of incident requiring evacuations might occur. Such plans shall be put into effect by request of the state from which evacuees come and shall include the manner of transporting such evacuees, the number of evacuees to be received in different areas, the manner in which food, clothing, housing, and medical care will be provided, the registration of the evacuees, the providing of facilities for the notification of relatives or friends, and the forwarding of such evacuees to other areas or the bringing in of additional materials, supplies, and all other relevant factors. Such plans shall provide that the party state receiving evacuees and the party state from which the evacuees come shall mutually agree as to reimbursement of out-of-pocket expenses incurred in receiving and caring for such evacuees, for expenditures for transportation, food, clothing, medicines and medical care, and like items. Such expenditures shall be reimbursed as agreed by the party state from which the evacuees come. After the termination of the emergency or disaster, the party state from which the evacuees come shall assume the responsibility for the

ultimate support of repatriation of such evacuees.

ARTICLE XI - IMPLEMENTATION

A. This compact shall become operative immediately upon its enactment into law by any two (2) states; thereafter, this compact shall become effective as to any other state upon its enactment by such state.

B. Any party state may withdraw from this Compact by enacting a statute repealing the same, but no such withdrawal shall take effect until 30 days after the governor of the withdrawing state has given notice in writing of such withdrawal to the governors of all other party states. Such action shall not relieve the withdrawing state from obligations assumed hereunder prior to the effective date of withdrawal.

C. Duly authenticated copies of this compact and of such supplementary agreements as may be entered into shall, at the time of their approval, be deposited with each of the party states and with the Federal Emergency Management Agency and other appropriate agencies of the United States Government.

ARTICLE XII - VALIDITY

This Act shall be construed to effectuate the purposes stated in Article I hereof. If any provision of this compact is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Act and the applicability thereof to other persons and circumstances shall not be affected thereby.

ARTICLE XIII - ADDITIONAL PROVISIONS

Nothing in this compact shall authorize or permit the use of military force by the National Guard of a state at any place outside that state in any emergency for which the President is authorized by law to call into federal service the militia, or for any purpose for which the use of the Army or the Air Force would in the absence of express statutory authorization be prohibited under Section 1385 of title 18, United States Code.

2. Summaries of the 13 Articles of EMAC

Brief summaries of each of the 13 EMAC articles are given below:

<u>Article</u>	<u>Description</u>
<p><i>Article I:</i></p> <p><i>Purpose and Authorities</i></p>	<p>Defines a "state"</p> <ul style="list-style-type: none"> • Identifies the purpose of the Compact to provide mutual assistance between Compact members in managing a declared emergency or disaster • Provides for mutual cooperation in emergency exercises, testing, and training • Provides for use of the National Guard for humanitarian purposes
<p><i>Article II:</i></p> <p><i>General Implementation</i></p>	<p>Acknowledges the potential need to use outside jurisdictional resources to respond to emergencies</p> <ul style="list-style-type: none"> • Identifies as essential the prompt, full, and effective use of the participating states' resources for the safety, care, and welfare of the people affected by an emergency or disaster • Stipulates that the legally designated state official assigned responsibility for emergency management is responsible for formulating the necessary mutual aid plans and procedures
<p><i>Article III:</i></p> <p><i>Party State Responsibilities</i></p>	<p>Outlines the responsibilities of the states as members of the Compact:</p> <ul style="list-style-type: none"> • Become familiar with possible joint emergency situations • Become familiar with other states' emergency plans • Develop an emergency plan and procedures for managing and provisioning assistance • Assist in warnings • Protect and ensure uninterrupted delivery of services; medicines; water; food; energy and fuel; search and rescue; and critical lifeline equipment, services, and resources • Inventory and set procedures for interstate loan and delivery of human and material resources, including procedures for reimbursement or forgiveness • Provide for the temporary suspension of any statutes or ordinances that restrict implementation • Stipulates that only the authorized representative of a member state may request assistance, and a verbal request must be confirmed by a written request

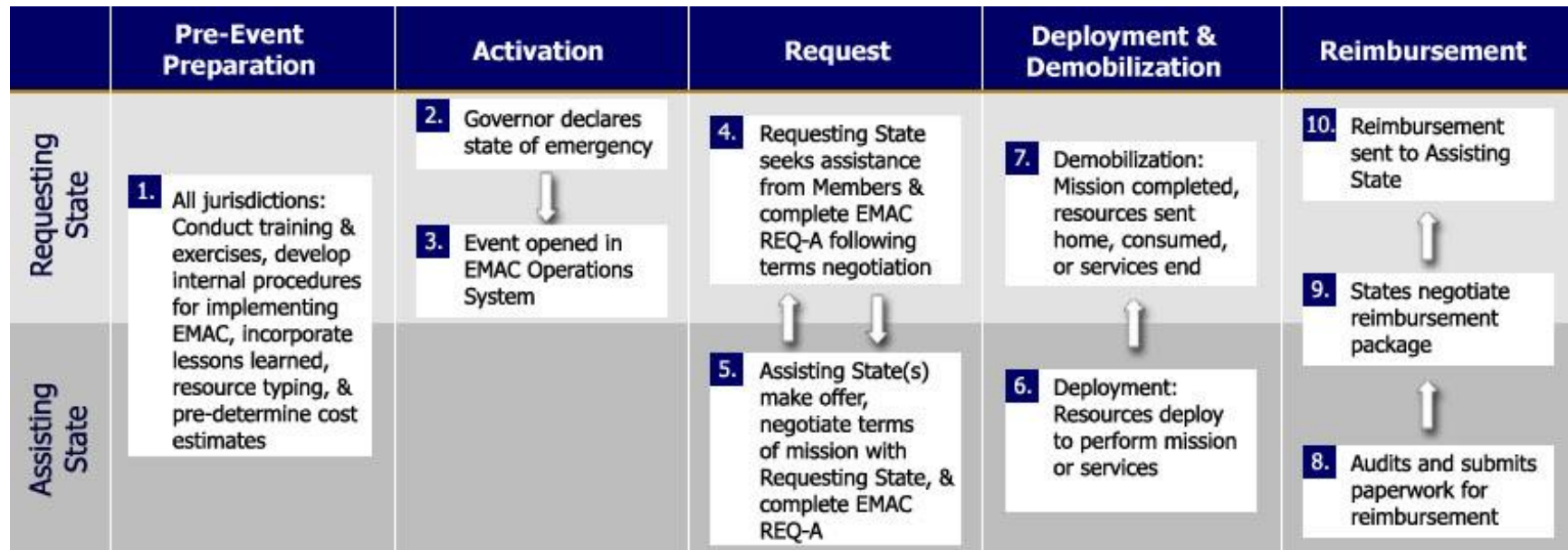
	<ul style="list-style-type: none"> • Identifies the information required in a request for assistance, including: • A description of the emergency service(s) needed • The amount and type of personnel, equipment, materials, and supplies needed, including an estimate of the length of time they will be needed • The specific place and time for staging, and a point of contact at that location • Stipulates frequent consultation among emergency management officials at all levels and the free exchange of information, plans, and resource capabilities
<p><i>Article IV:</i></p> <p><i>Limitations</i></p>	<p>Outlines the limitations of the Compact, including:</p> <ul style="list-style-type: none"> • Resources necessary to protect the Assisting State may be withheld • Assisting emergency forces operating within a Requesting State should be afforded the same powers (except arrest, unless specifically authorized), duties, rights, and privileges as afforded the Requesting State's forces • Assisting emergency forces are under the command and control of their regular leaders • Assisting emergency forces are under the operational control of the receiving state's emergency services authorities • The Compact is activated only subsequent to the declaration of a state of emergency by the governor of the Requesting State or the commencement of exercises or training, and are in effect as long as the state of emergency, disaster, exercises, or training is in effect.
<p><i>Article V:</i></p> <p><i>Licenses and Permits</i></p>	<p>Stipulates that licenses, certifications, and permits recognized by the Assisting State will be recognized by the Requesting State, subject to limitations and conditions prescribed by the governor's executive order.</p>
<p><i>Article VI:</i></p> <p><i>Liability</i></p>	<p>Stipulates that those rendering aid and assistance under the Compact are considered agents of the Requesting State for tort liability and immunity purposes. No Assisting State or its officers or employees rendering aid are liable on account of any act or omission in good faith. (Good faith does not include willful misconduct, gross negligence, or recklessness.)</p>
<p><i>Article VII:</i></p> <p><i>Supplementary Agreements</i></p>	<p>The Compact does not preclude any state from entering into supplementary agreements with another state, nor does it affect other agreements already in force between states. Supplementary agreements may include but are not limited to provisions for:</p> <ul style="list-style-type: none"> • The evacuation and reception of injured and other

	<p>persons</p> <ul style="list-style-type: none"> • The exchange of medical, fire, police, public utility, reconnaissance, welfare, transportation, and communications personnel • The exchange of equipment and supplies
<i>Article VIII: Compensation</i>	Stipulates that each member state is responsible for the payment of compensation and death benefits of their own members of emergency forces in the same manner and terms as if the injury or death were sustained in their own state. In essence, all party states will take care of their "own" in terms of Worker's Compensation benefits.
<i>Article IX: Reimbursement</i>	Stipulates that an Assisting State is entitled to be reimbursed by the Receiving state for any loss of or damage to or expense incurred in the operation of any equipment, as well as expenses incurred in the provisioning of any services at the request of a state. An Assisting State may opt to donate any portion of its expenses to the Receiving state. Article VIII (Compensation) expenses are not reimbursable.
<i>Article X: Evacuation</i>	Directs member states and the emergency management/ services directors of the various jurisdictions to develop comprehensive plans for the orderly evacuation of, and interstate reception and maintenance of, portions of the civilian population, prior to the need for an evacuation. The "sending" state and the "receiving" state should develop a mutual agreement for reimbursement of the out-of-pocket expenses incurred in receiving and caring for the evacuees. The "sending" state assumes the responsibility for the ultimate support of repatriation of the evacuees.
<i>Article XI: Implementation</i>	Stipulates that the Compact becomes operative as soon as it is enacted into law. Any state may withdraw from the Compact with 30 days' notice from the state's governor to all other states participating in the Compact. Copies of the Compact and supplementary agreements are to be provided to each member state, FEMA, and other appropriate government agencies.
<i>Article XII: Validity</i>	Stipulates that if any part of the Compact is ruled unconstitutional or determined to be invalid, the remaining part of the Compact remains intact.
<i>Article XIII: Additional Provisions</i>	Stipulates that the Compact does not authorize or permit the use of military force by the National Guard of any state outside of that state in any emergency for which the President is authorized by law to call the militia into federal service.

SECTION IV. The EMAC Process

Any Member State may request assistance from another Member State under EMAC when the Governor of the affected state (Requesting State) has declared a state of emergency for an actual or impending disaster.

A simplified view of the EMAC process, as illustrated below, delineates how resources are shared between the Requesting and Assisting EMAC Member States. A more detailed walkthrough of each step is described herein.



	Pre-Event Preparation
Requesting State	<ol style="list-style-type: none"> 1. All jurisdictions: Conduct training & exercises, develop internal procedures for implementing EMAC, incorporate lessons learned, resource typing, & pre-determine cost estimates
Assisting State	


Pre-Event Preparation:

Preparing for the next event starts with the last and every political jurisdiction must take responsibility to become engaged in the EMAC process.

EMAC leadership looks to after action reports by states, agencies, and NEMA to discover lessons learned in the ongoing effort to make improvements on procedures and protocols, tools, and educational/training material.

Preparing for the next event:

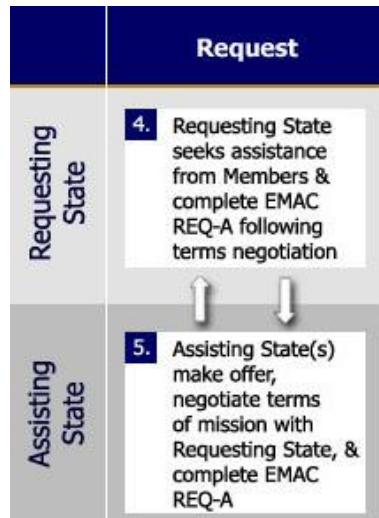
- All political jurisdictions should take responsibility for integrating EMAC into exercises (after training) and developing internal procedures for implementing EMAC.
- Implement EMAC in exercises
- Resource owners should use guidance on mission packages and NIMS resource typing to develop pre-packaged mission packages detailing fixed costs (excluding travel estimates)
- If applicable, non-state agencies, private sector, volunteer organizations, etc. should work to establish mutual aid agreements that include EMAC or contracts as applicable.

	Activation
Requesting State	<ol style="list-style-type: none"> 2. Governor declares state of emergency  <ol style="list-style-type: none"> 3. Event opened in EMAC Operations System
Assisting State	

Activation

State emergency management agencies can initiate the EMAC process by opening an event in the EMAC Operations System upon confirmation of a Governor declaration of emergency in their state. State agencies may initiate a request for assistance under EMAC by contacting the state emergency management agency. Available on the EMAC Web Site are templates for cost estimates and information commonly needed for EMAC deployments.

Non-state agencies, private sector, volunteer organizations, etc. should work pre-event to establish mutual aid agreements that include EMAC or contracts as applicable.



Request

When an impacted state determines they have exhausted the resources in their state, or that they can get assistance more quickly or less expensively than deploying a resource within their state, they may request resources from other EMAC Member States through EMAC.

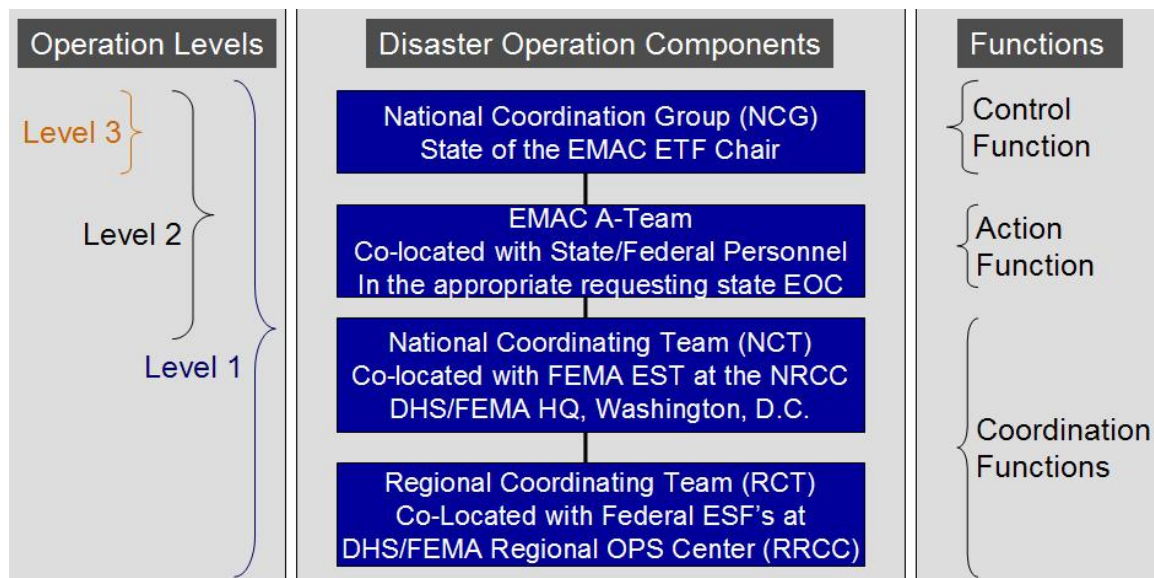
All resources *must* be deployed through the respective state emergency management agencies.

The EMAC process, detailed below, identifies the roles and the EMAC procedures and protocols. These roles include the Requesting State, Assisting State, National Coordination Group (NCG) and the NEMA EMAC Coordinator. For more information on the roles and responsibilities of EMAC functions, refer to [EMAC Organization and Governance Structure](#).

1. *Requesting State*: After verifying that in-state resource(s) are exhausted or that resources may be more readily available in another state, the Requesting State opens an event within the EMAC Operations System.
2. *Requesting State*: A Situation Report (SITREP) is posted within the EMAC Operations System which may be sent to EMAC Member States. The SITREP should be updated daily for EMAC Member State visibility.
3. The *National Coordination Group (NCG)* and *Requesting State* discuss the event's level of operation (also called *Span of Control*) to determine whether Advance Teams (A-Teams) from other states may be needed to assist with the acquisition of resources under EMAC in the impacted state.

There are three levels of operation under EMAC: 3, 2, and 1 (with 1 being the highest level of activation). As an event escalates in scale, more components of EMAC come into play to control, act, and coordinate the response (illustrated below in EMAC Span of Control).

EMAC Span of Control



The deployment of an A-Team automatically moves EMAC to a Level 2 operation.

4. *Requesting State:* The EMAC Authorized Representative (AR) within the state emergency management agency determines the best source to find the resource (Federal, EMAC, private sector, etc.).
5. *Requesting State:* EMAC resource requests are given to the EMAC A-Team. The A-Team can be in-state, or one brought in from another state or states. Requests for assistance may be made through direct contact with potential Assisting State emergency management agencies or by sending out a Broadcastⁱ through the EMAC Operations System. The Broadcast functionality has a statewide, regional, multiple-region (up to 3) or national capability. Locating resources that are nearby may be more advantageous than those that are far away.

6. *Assisting State:* Utilizing pre-established internal state proceduresⁱⁱ, the state makes contact with the potential resource owner and determines if they can complete the mission request.
 - Resource owners are responsible for building resource typed mission packages and for ensuring that personnel and equipment meet professionally set discipline standards.
 - Resource owners must also develop a cost estimate to complete the mission and provide the estimate to the state emergency management agency. Having a cost estimate pre-event that can be updated once travel costs are determined will expedite the deployment of assets.
7. *Assisting State:* Notifies the Requesting State if they have identified a resource that has a match potential to the mission and resource request. [This may be done by responding through the EMAC Operations System to make an offer or through direct contact.]
8. *Requesting State:* Notifies the Assisting State if they are interested in that resource to fulfill the mission request by initiating Section 1 of the EMAC Request for Assistance Form (REQ-A)ⁱⁱⁱ or declines the offer of assistance.
 - Section I of the EMAC REQ-A defines the mission assignment, resource requested, mobilization and demobilization dates, any contact information for the in-state agency requesting assistance, and any working or living conditions and safety notes.
 - Section I of the EMAC REQ-A must be signed by the EMAC Authorized Representative of the Requesting State emergency management agency.
9. *Assisting State:* Upon receipt of an executed EMAC REQ-A Section 1 completes EMAC REQ-A Section 2.
 - Section 2 defines the confirmation of the mission assignment, resource offered, in-state resource owner contact information, mobilization and demobilization dates, staging area location, and mission cost estimate.
 - Section 2 of the EMAC REQ-A must be signed by the EMAC Authorized Representative of the Assisting State

10. *Requesting and Assisting States:*

- The mission is negotiated between the state emergency management agencies until agreement is met or the offer is declined.

11. *Assisting State:*

- Resources may prepare for mobilization, but cannot leave until Section 3 is completed by the Requesting State. Personnel who are being deployed should pack appropriately and remember to take all personal items, clothing, safety equipment, and medication they may need or that is recommended. If the mission indicates it is "self-sustaining" remember to take food, sleeping gear, etc.

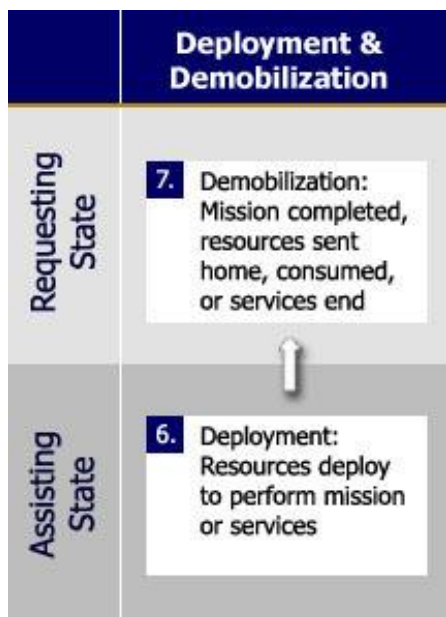
12. *Requesting State:* Upon receipt of an executed EMAC REQ-A Section 2, the Requesting State Authorized representative signs Section 3 of the EMAC REQ-A.

13. *Assisting State:* Upon receipt of Section 3 of the EMAC REQ-A the state emergency management agency should forward the REQ-A Section II to the resource owner thereby giving authorization for the resource to be deployed.

14. *Assisting State:* Brief the personnel on the mission and location of staging area. The EMAC REQ-A Section II is evidence that the resource is on an official EMAC mission; identifies any special considerations (working location, living conditions, and safety concerns); and is the contract for services.

15. *Assisting State:* Resources are mobilized

- If the resource is a service, the service may now commence.



Deployment & Demobilization

Deployment: Resources travel from the Assisting State to the Requesting State or services are engaged.

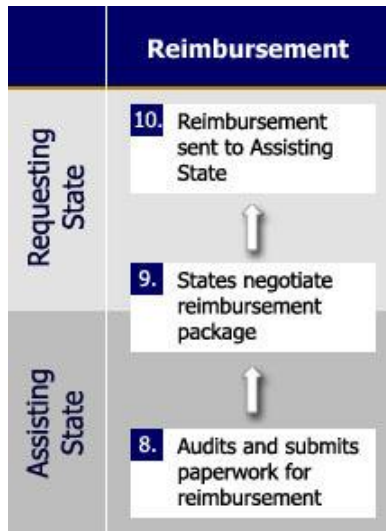
Upon arrival in the Requesting State resources are functioning under that state's operational command and control.

1. *Requesting State:* The Requesting State checks the resources from the Assisting State in at the pre-identified staging area (as was identified in Section 2 of the EMAC Form REQ-A).
2. *Requesting State:*
 - Resources should determine if mission conditions are as was indicated on Section 2 of the EMAC Form REQ-A or if they will need additional logistics, commodities, equipment, etc. Any needed changes should be immediately communicated to the home state emergency management agency for the completion of an amendment to the EMAC Form REQ-A. The amendment must be agreed upon by both the Requesting and Assisting State emergency management agencies EMAC Authorized Representatives.
 - During the mission, any changes that may potentially affect the estimated cost of the mission should be communicated to the home state emergency management agency for an amendment. This includes, but is not limited to, inaccurate cost estimates, home state equipment damage, property damage, meals that were to be provided and were not, lodging prices are not accurate, lodging was not provided, driving instead of flying, etc.

- Upon completion of the mission, resources should check into the staging area for demobilization.

3. *Assisting State:*

- Upon arrival home any post-incident after action reports, counseling (if needed), or other in-state post event activities.



Reimbursement

Follow these simple rules: If it is on the REQ-A, a receipt may be needed in order to be reimbursed. If it is not on the REQ-A, it may not be reimbursed. If in doubt, notify the team leader or home state emergency management agency for guidance.

Keep ALL receipts AND keep good records!

A few notes about reimbursement under EMAC:

- Under EMAC Article III, it is the duty of each Member State to formulate internal procedural plans and programs and stand prepared to request interstate mutual aid or provide it to other Member States.
- Article IX of the Compact provides that, "any state rendering aid in another state pursuant to the compact shall be reimbursed by the party state receiving such aid for any loss or damage to or expense incurred in the operation of any equipment and the provision of any service in answering a request for aid and for the costs incurred in connection with such requests; provided, that any aiding party state may assume in whole or in part such loss, damage, expense, or other cost, or may loan such equipment or donate such services to the receiving party state without charge or cost; and provided furthermore, that any two or more party states may enter into supplementary agreements establishing a different allocation or costs among those states. Article VIII expenses shall not be reimbursable under this provision."

- All Member States must recognize the sovereignty of each Member State to the Compact and that the process for EMAC Missions and reimbursement varies in each. The most important issues to remember are that accurate collection, preparation and submission of documentation and coordination by Member States will expedite the reimbursement process.
- All Member States should train emergency management staff and other organizations that may deploy resources in support of an EMAC Mission. This training should explain the EMAC mission process including how the reimbursement process works and what documentation will be needed to support a reimbursement claim.
- When an Assisting State assembles a request for reimbursement package, it should be sure to provide detailed cost documentation and supporting documents within the scope of services as defined in the fully executed REQ-A.
- Discrepancies between a properly executed REQ-A, and a reimbursement package must have good justification. If expenses are incurred for actions not directly related to the mission and/or not specified on the REQ-A, a strong justification and documentation for additional costs will be necessary. Significant changes to a mission should be reflected on an amended REQ-A signed by both Member States. Discussions between the Assisting State and Requesting State will help to resolve discrepancies and provide any special instructions needed. If needed, engage the EMAC Authorized Representative to resolve any discrepancies.
- Receipts: Flight information, lodging, equipment repair, fuel and meal receipts unless per-diem is specified on the REQ-A. General rule: keep all receipts.
- Records: Mileage log (if you are driving), labor and/or time sheets, equipment, meals provided some days but not every day, etc.
- If equipment breaks while on the mission, it can be repaired or replaced, but costs should be documented. For insured equipment, only the deductible may be paid. Contact your home state emergency management agency if this occurs.
- No equipment should be purchased without the approval of both the Requesting and Assisting State EMAC Authorized Representatives. If equipment is purchased to support the mission, it is the property of the Requesting State unless no reimbursement is being requested.

- Personal items such as toiletries, alcohol, tobacco, personal mobile phone usage, etc. will not be reimbursed.
- Credit card statements are not substitutes for receipts.
- Questions about reimbursement eligibility should be addressed to the home state emergency management agency Designated Contact (EMAC Coordinator).
- Ask the home state emergency management agency before committing resources.

General Reimbursement Procedural Guidance:

All Member EMAC States must develop an internal process for receiving and sending EMAC assistance, including the timely preparation and review of claims for reimbursement. This guidance does not supersede any in-state procedures or protocols but intends to outline the general reimbursement process. Reimbursement forms should be obtained through the home state emergency management agency.

- *Assisting State:* Upon return home, personnel should turn in all receipts and records along with any notes to the team leader or the agency (aka Providing Entity) to complete their reimbursement package. Actual costs incurred by Assisting State agencies or departments, their political subdivisions, or other entities tasked to perform the mission described in the REQ-A will be entered on a separate Intrastate Reimbursement Form R-2 for each fully executed EMAC mission (must have a fully executed EMAC Form REQ-A Section 1, Section, and Section 3). Costs entered on each Reimbursement Form R-2 will then be totaled by category and entered on Reimbursement Form R-1, representing the total costs for each completed REQ-A. The reimbursement package should be reviewed to ensure consistency with home state procedures and protocols, verification of receipts, and consistency with the EMAC Form REQ-A Section II and any applicable amendments. A copy of the reimbursement package should be retained by the Providing Entity. All originals should be submitted to the state emergency management agency.
- All costs must be supported with such backup documents to include but not limited to:
 - Copy of the fully executed REQ-A

- Timesheets signed by Team Leader or authorized individual
 - Work records
 - Payroll documents
 - Travel expense reports/vouchers
 - State warrants/checks
 - Receipts or invoices for purchased goods
 - Other similar documents evidencing costs incurred
- *Assisting State: Intrastate Reimbursement* - depending on applicable state law and regulation:
 - Reimburse the Providing Entity for all approved expenses shown on the Form R-2 in accordance with EMAC Form REQ-A within a reasonable timeframe mutually agreed upon by both parties and enter those costs on a Reimbursement Form R-1 and submit to the Requesting State for reimbursement

or

- Attach the Intrastate Reimbursement Form R-2 and supporting documents to an Interstate Reimbursement Form R-1 and forward to the Requesting State instructing the Requesting State to issue remittance in the name of the Providing Entity through the Assisting State (see below – Interstate Reimbursement). Upon receipt of the payment from the Requesting State, the Assisting State should attach a copy of payment to the reimbursement package file copy and forward payment to the Providing Entity.
- *Assisting State: Interstate Reimbursement:* The emergency management agency should review the reimbursement package to ensure consistency with home state procedures and protocols, verification of receipts, consistency with the EMAC Form REQ-A, and any applicable amendments. The Reimbursement Package should contain a copy of the fully executed REQ-A and supporting documentation along with a cover letter from the Assisting State's Authorized Representative describing special instructions for remitting payment to the Assisting State; special cost-coding that may

be requested; IRS or employee tax I.D. number of the Assisting State entity; the name and contact information of the Assisting State person responsible for compiling the reimbursement package; and any other information relevant to payment. The Assisting State Authorized Representative should review and authenticate all documents included in the reimbursement package to ensure all costs are justifiable prior to signing the cover letter and forwarding to the Requesting State. A copy of the reimbursement package is retained by the Assisting State emergency management agency and all originals are submitted to the Requesting State emergency management agency.

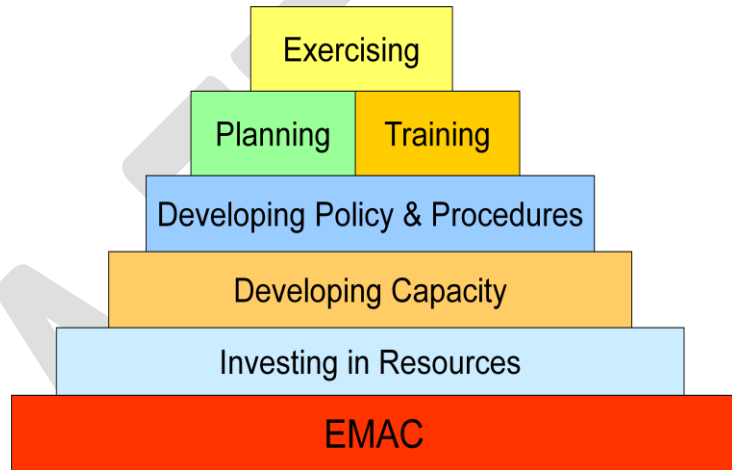
2. *Requesting State:* Review the reimbursement package and provide to the Assisting State emergency management agency a detailed list of “deficiencies” (any reimbursement requested they do not feel is appropriate or warranted).
3. The *Requesting State* and *Assisting State* emergency management agencies will work to come to an agreement on the costs in the reimbursement package.
4. *Requesting State:* Issue payment as requested to *Assisting State*.

SECTION V. Summary

Using state resources to respond to events in other states builds on the investments made in exercises, planning, training, policies and procedures, capacity development, and resource investments.

EMAC is the cornerstone of an effective, efficient unified mutual aid system to share resources among member states during times of disaster or emergency. Disciplines and political jurisdictions should look to use EMAC as the foundation of both intrastate and

international mutual aid by using the Compact's procedures and protocols.



SECTION VI. End Notes

ⁱ Broadcast, a functionality of the EMAC Operations System, allows EMAC Member States to receive a color coded e-mail detailing the type of assistance needed, quantity, conditions, deployment and demobilization dates, and other needed mission information so that they can determine if they may be able to fill the resource need in their state. Only state emergency management personnel designated as “key EMAC contacts” by the state emergency management director receive the broadcast through the system.

ⁱⁱ Disciplines and state emergency management agencies have worked together to develop internal procedures to locate resources for EMAC deployments within their state. Examples of these procedures are Resource Typed Mission Packages, Resource Typing, IAFC’s IMAS (firefighters and EMS), WARN (water and wastewater), and ALARM (law enforcement).

ⁱⁱⁱ There are three sections of the EMAC REQ-A Document. All three sections must be executed prior to resources being deployed. Pre-event preparation can expedite the completion of the EMAC REQ-A.

- Section 1 is executed by the Requesting State EMAC Authorized Representative in the state emergency management agency.
- Section 2 is executed by the Assisting State EMAC Authorized Representative in the state emergency management agency.
- Section 3 is executed by the Requesting State EMAC Authorized Representative in the state emergency management agency.

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